

IT IS SO ORDERED.

**Dated: April 22, 2011
09:26:45 AM**


Kay Woods

Kay Woods
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE:

CASE NO. 10-40973

AVEUILA VENEE AGEE

CHAPTER 13

DEBTOR

JUDGE KAY WOODS

**AGREED ORDER
of U.S. BANK, N.A.
on MOTION FOR RELIEF
FROM STAY Docket 32
PROPERTY ADDRESS:
4331 Maureen Dr., Youngstown, OH 44511**

This cause came on before the Court upon the Motion for Relief from Automatic Stay, Docket No.32 filed by Movant, U.S. Bank, N.A., and holder of the first Mortgage against the real estate.

The Court finds that the parties have agreed that:

1. The Chapter 13 Plan filed herein on behalf of the Debtor provided that said Debtor was to make the regular monthly Mortgage payments to U.S. Bank, N.A. outside the Plan in a regular monthly fashion.
2. In breach of the terms of said Plan, the Debtor failed to make the regular monthly Mortgage payments U.S. Bank, N.A., and said payments are currently in default for the months of February 2011 through April 2011, incurring a total post-petition arrearage of \$2,765.12, which amount consists of February 2011 through April 2011 payments in the amount of \$760.74 each totaling \$2,282.22, late charges in the amount of \$30.43 each totaling \$91.29, fees and costs of \$550.00, minus suspense balance of \$158.39.
 - a. In order to eliminate said post-petition delinquency, the Debtor hereby agrees to pay U.S. Bank, N.A.: \$2,765.12 to be paid as follows:
 - b. \$460.85 on or before May 1, 2011.
 - c. \$460.85 on or before June 1, 2011.
 - d. \$460.85 on or before July 1, 2011.
 - e. \$460.85 on or before August 1, 2011.
 - f. \$460.86 on or before September 1, 2011.
 - g. \$460.85 on or before October 1, 2011.

Said lump sum payments *are in addition to the regular monthly Mortgage payments* due and owing beginning May 1, 2011.

3. The Debtor states that the funds to make said lump sum payments are being obtained from money saved while Notice of Default was pending.

4. The Debtor further agrees to resume the regular monthly Mortgage payments outside the Plan directly to U.S. Bank, N.A. beginning May 1, 2011 and to make all further monthly payments in a timely fashion. Failure by the Debtor to make any payment within 30 days of the date due shall constitute default.
5. In the event that the said Debtor should fail to make the lump sum payments hereinabove described on or before their specified due dates or should fail to pay any future monthly payment so that the Mortgage payment is not received by U.S. Bank, N.A. on the last day of the month in which it is due, then or in any one of those events, U.S. Bank, N.A., Movant, shall send to Debtor and counsel for Debtor a 10-day Notice of Default of Movant's intent to file with the Court an Affidavit certifying that the Debtor is in default under the terms of the Agreed Order and upon submission of such Affidavit, the Court shall enter an Order, without a hearing, providing that U.S. Bank, N.A. is granted relief from the Stay.

IT IS HEREBY SO ORDERED.

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/s/ Aveuila Agee
Debtor

COPIES TO:

Default List